

United States Bankruptcy Court
Western District of Oklahoma

In re Laurel Lynn Peterson

Debtor(s)

Case No. 14-14582Chapter 13

CHAPTER 13 PLAN - AMENDED

1. Payments to the Trustee: The future earnings or other future income of the Debtor is submitted to the supervision and control of the trustee. The Debtor (or the Debtor's employer) shall pay to the trustee the sum of **\$1,015.75** per month for **2** months, then **\$1,019.00** per month for **58** months.

Total of plan payments: **\$61,133.50**
2. Plan Length: This plan is estimated to be for **60** months.
3. Allowed claims against the Debtor shall be paid in accordance with the provisions of the Bankruptcy Code and this Plan.
 - a. Secured creditors shall retain their mortgage, lien or security interest in collateral until the earlier of (a) the payment of the underlying debt determined under nonbankruptcy law, or (b) discharge under 11 U.S.C. § 1328.
 - b. Creditors who have co-signers, co-makers, or guarantors ("Co-Obligors") from whom they are enjoined from collection under 11 U.S.C. § 1301, and which are separately classified and shall file their claims, including all of the contractual interest which is due or will become due during the consummation of the Plan, and payment of the amount specified in the proof of claim to the creditor shall constitute full payment of the debt as to the Debtor and any Co-Obligor.
 - c. All priority creditors under 11 U.S.C. § 507 shall be paid in full in deferred cash payments.
4. From the payments received under the plan, the trustee shall make disbursements as follows:
 - a. Administrative Expenses
 - (1) Trustee's Fee: **6.30%**
 - (2) Attorney's Fee (unpaid portion): **NONE**
 - (3) Filing Fee (unpaid portion): **NONE**
 - b. Priority Claims under 11 U.S.C. § 507
 - (1) Domestic Support Obligations
 - (a) Debtor is required to pay all post-petition domestic support obligations directly to the holder of the claim.
 - (b) The name(s) and address(es) of the holder of any domestic support obligation are as follows. See 11 U.S.C. §§ 101(14A) and 1302(b)(6).

-NONE-
 - (c) Anticipated Domestic Support Obligation Arrearage Claims. Unless otherwise specified in this Plan, priority claims under 11 U.S.C. § 507(a)(1) will be paid in full pursuant to 11 U.S.C. § 1322(a)(2). These claims will be paid at the same time as claims secured by personal property, arrearage claims secured by real property, and arrearage claims for assumed leases or executory contracts.

Creditor (Name and Address)	Estimated arrearage claim	Projected monthly arrearage payment
<u>-NONE-</u>		
 - (d) Pursuant to §§ 507(a)(1)(B) and 1322(a)(4), the following domestic support obligation claims are assigned to, owed to, or recoverable by a governmental unit.

Claimant and proposed treatment: **-NONE-**

(2) Other Priority Claims.

Name	Amount of Claim	Interest Rate (If specified)
-NONE-		

c. Secured Claims

(1) Pre-Confirmation Adequate Protection Payments. Pre-confirmation adequate protection payments to the following Creditors holding allowed claims secured by a purchase money security interest in personal property shall be paid by the Trustee through the plan as provided below. Adequate protection payments shall not accrue or be paid until the Creditor files a proof of claim. The principal amount of the Creditor's claim shall be reduced by the amount of the adequate protection payments remitted.

Name	Description of Collateral	Pre-Confirmation Monthly Payment
Tinker Fcu	2006 Toyota Solara, VIN 4T1CA38P06U072410 Location: 3409 Morgan Creek Rd., Yukon OK 73099	101.81

(2) Secured Debts Which Will Not Extend Beyond the Length of the Plan

(a) Secured Claims Subject to Valuation Under § 506. The Debtor moves the Court to value collateral as follows according to 11 U.S.C. § 506(a). Each of the following secured claims, if allowed, shall be paid through the plan in equal monthly payments set forth below, until the secured value or the amount of the claim, whichever is less, has been paid in full. Any remaining portion of the allowed claim shall be treated as a general unsecured claim. Any claim with a secured value of \$0 shall be treated as a general unsecured claim.

Name	Proposed Amount of Allowed Secured Claim	Monthly Payment	Interest Rate (If specified)
Cap1/hlzbq	2,000.00	33.33	0.00%
Tinker Fcu	5,330.82	101.82	5.50%

(b) Secured Claims Not Subject to Valuation Under § 506. Each of the following claims, if allowed, shall be paid through the plan in equal monthly payments set forth below, until the amount of the claim as set forth in the Creditor's proof of claim has been paid in full.

Name	Proposed Amount of Allowed Secured Claim	Monthly Payment	Interest Rate (If specified)
-NONE-			

(3) Secured Debts Which Will Extend Beyond the Length of the Plan

Name	Amount of Claim	Monthly Payment	Interest Rate (If specified)
-NONE-			

d. Unsecured Claims

(1) Special Nonpriority Unsecured: Debts which are co-signed or are non-dischargeable shall be paid in full (100%).

Name	Amount of Claim	Interest Rate (If specified)
-NONE-		

(2) General Nonpriority Unsecured: Other unsecured debts shall be paid **100** cents on the dollar and paid pro rata, with no interest if the creditor has no Co-obligors, provided that where the amount or balance of any unsecured claim is less than \$10.00 it may be paid in full.

The total payout to unsecured creditors at 100% is \$48,996.34.

5. The Debtor proposes to cure defaults to the following creditors by means of monthly payments by the trustee:

Creditor	Amount of Default to be Cured	Interest Rate (If specified)
-NONE-		

6. The Debtor shall make regular payments directly to the following creditors:

Name	Amount of Claim	Monthly Payment	Interest Rate (If specified)
Wells Fargo Hm Mortgag	150,896.00	1,150.00	3.75%

7. The employer on whom the Court will be requested to order payment withheld from earnings is:
Debtor's Employer: VA Medical Center
\$468.81 to be deducted Bi-weekly and remitted to the Trustee.

8. The following executory contracts of the debtor are rejected:

Other Party	Description of Contract or Lease
-NONE-	

9. Property to Be Surrendered to Secured Creditor

Name	Amount of Claim	Description of Property
M & T Bank	18,656.00	Ex-Spouse Residential Home 20344 Hwy 102 Tecumseh, OK 74873 Debtor surrenders property because ex-spouse is obligated to pay debt per divorce decree.

10. The following liens shall be avoided pursuant to 11 U.S.C. § 522(f), or other applicable sections of the Bankruptcy Code:

Name	Amount of Claim	Description of Property
-NONE-		

11. Title to the Debtor's property shall revert in debtor **on confirmation of a plan.**

12. As used herein, the term "Debtor" shall include both debtors in a joint case.

13. Other Provisions:

Date December 23, 2014

Signature /s/ Laurel Lynn Peterson
Laurel Lynn Peterson
 Debtor

/s/ Adam N. Bush
Adam N. Bush 21485
 Attorney for Debtor(s)
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6440 Avondale Dr., Suite 201
Oklahoma City, OK 73116
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abush@bushlawok.com

**IN THE UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF OKLAHOMA**

IN RE:)	
)	
LAUREL LYNN PETERSON)	Case No. 14-14582- NLJ
)	Chapter 13
Debtor.)	

CERTIFICATE OF SERVICE FOR AMENDED CHAPTER 13 PLAN

This is to certify that on the 24th day of December, 2014, a true and correct copy of the *Amended Chapter 13 Plan* filed on the 24th day of December, 2014 was electronically served using the CM/ECF system, to the following:

John T. Hardeman, Trustee

U.S. Trustee

Kirk Cejda, Attorney for Wells Fargo Bank, N.A.

And was forwarded on the 24th day of December, 2014 via U.S. Mail, first class, postage prepaid, to the following:

Alan D. Brown
20344 Hwy. 102
Tecumseh, OK 74873

Allegiance CU/Lending
4235 N. Meridian
Oklahoma City, OK 73112

American Honda Finance
1220 Old Alpharetta Road
Alpharetta, GA 30005

Arvest Bank
Arvest Mortgage Company
P.O. Box 399
Lowell, AR 72745

Bank of America
Attn: Correspondence Unit/CA6-919-02-41
P.O. Box 5170
Simi Valley, CA 93062

Bank of Oklahoma NA
Attn: Bankruptcy
P.O. Box 2300
Tulsa, OK 74192

Barclays Bank Delaware
Attn: Bankruptcy
P.O. Box 8801
Wilmington, DE 19899

BK of Amer
P.O. Box 982235
El Paso, TX 79998

Capital One
Attn: General Correspondence
P.O. Box 30285
Salt Lake City, UT 84130-0285

CAP1/BSTBY
P.O. Box 6497
Sioux Falls, SD 57117

CAP1/HLZBG
26525 N. Riverwoods Blvd.
Mettawa, IL 60045

Chase
P.O. Box 15298
Wilmington, DE 19850

Comenity Bank
P.O. Box 182273
Columbus, OH 43218-2273

Comenity Bank/Buckle
Attn: Bankruptcy
P.O. Box 182686
Columbus, OH 43218

GECRB/Lowes
Attn: Bankruptcy Department
P.O. Box 103104
Roswell, GA 30076

GECRB/Sams Club
GECRB/Sams Club
P.O. Box 103104
Roswell, GA 30076

George Roche
4206 Savage St.
Council Bluffs, IA 51501

Kohls/Capone
N. 56 W. 17000 Ridgewood Dr.
Menomonee Falls, WI 53051

M & T Bank
Attn: Bankruptcy
1100 Wehrle Dr., 2nd Floor
Williamsville, NY 14221

Paypal Credit
P.O. Box 105658
Atlanta, GA 30348-5658

SYNCB/Home Design-Sewi
P.O. Box 981439
El Paso, TX 79998

Tinker FCU
P.O. Box 45750
Tinker AFB, OK 73145

USAA Savings Bank
10750 McDermott
San Antonio, TX 78288

Wells Fargo Card Ser
1 Home Campus, 3rd Floor
Des Moines, IA 50328

/s/ Adam N. Bush

Adam N. Bush, OBA No. 21485

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